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SECTION H
Special Contract Provisions

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H.1 TYPE OF CONTRACT

The contract type is a combination of the Cost-Plus Incentive Fee (CPIF), Fixed Price Level of Effort (FPLOE) and Firm Fixed Price (FFP).

H.2 RELEASE OF INFORMATION

Work performed under this Contract may involve access to information, including specifications, cost estimates and other sensitive data. Consequently, the Contractor (including individual employees thereof) must not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this Contract, whether orally or in writing, to any person except:

- (a) FAA personnel with a "need to know",
- (b) Employees of the Contractor with a "need to know", or
- (c) Such other person(s) as may be designated in writing by the Contracting Officer (CO).

H.3 RESERVED

H.4 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (October 2012)

- (a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

- (b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

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[To be entered by the CO based on the OPM Position Designation Automated Tool or 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, an OPM Position Designation or FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;

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- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

[CO insert appropriate Regional or Center information here or enter "none" if not applicable]

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

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(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

H.5 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(1) As part of this effort, the Contractor must be working and attending meetings at Government facilities and field facilities. Therefore, to the extent specified per and pursuant to the procedures specified per FAA Acquisition Management System (AMS) clause 3.14-2, Contractor Personnel Suitability Requirements, the Contractor “may” be

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granted ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of the contract. Ingress and egress will not be granted except per the procedures specified per FAA AMS clause 3.14-2 Contractor Personnel Suitability Requirements.

(2) While Contractor personnel are at the Government site, they are required to comply with all rules and regulations in effect at that site. Contractor personnel must comply with rules and regulations governing employee conduct with respect to health and safety, not only as they relate to themselves, but also to other Government employees or agents of the Government. The Contractor must also exercise proper care of all property at the Government site regardless of whether title to such rests with the Government or not.

(3) The facilities to which Contractor personnel must have access will remain in the Government's custody and must not be considered as property or facilities furnished to the Contractor.

H.6 PERFORMANCE OF WORK ON GOVERNMENT PREMISES

Any work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control, is subject to all provisions of this contract governing such work and the following:

- (a) All Contractor personnel shall, at all times, conspicuously display a distinctive badge provided by DOT/FAA, identifying such personnel employees of the Contractor, and must observe and otherwise be subject to such security regulations as are in effect for the particular premises involved. Contractor personnel assigned to off-site (Government furnished space) support activities will comply with the security regulations of the Government installation where work is performed.
- (b) Performance of work on Government premises must be confined to the area(s) specified by the Contracting Officer (CO) or the Contracting Officer's Technical Representative (COTR).

H.7 FAAAMS 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)

- (a) Each employee of the Contractor must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

- (b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407:
 - (1) Must have resided within the United States for 3 of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3);
 - (2) A risk or sensitivity level designation can be made for the position; and
 - (3) The appropriate security screening can be adequately conducted.

H.8 RELATIONSHIPS

- (a) The Contractor must provide support to the Government by completing work assigned under this contract. The Contractor must not provide technical direction of, or assume the Government's responsibility in any situation. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can be effective. The Contractor must not take any action with respect to any other Contractor, which causes any change in that Contractor's scope of work, costs, or scheduling.
- (b) The Contractor may be required to enter into non-disclosure agreements with other vendors to the FAA. In the event that any conflict arises between the Contractor performing work under this contract and another vendor to the FAA, the CO will issue a determination in accordance with Section 3.9.1-1 Contract Disputes.

H.9 RESTRICTIONS ON PRINTING

- (a) The Congressional Joint Committee on Printing has directed that Contractors providing equipment and services must not be prime sources of printing for Government agencies. However, duplicating of reports, data, or other written material is authorized provided that the material produced does not exceed (i) 5,000 production units of any one page, and (ii) 25,000 production units in the aggregate when multiple pages are involved. The Government under any circumstances does not permit this duplicating if more than one color is involved, if contact negatives are involved, or if the pages exceed a maximum image size of 10 3/4 X 14 1/4 inches.
- (b) These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of required items as part of this contract, or incidental printing such as forms or materials necessary to be used by the Contractor in the performance of this contract.
- (c) When the material to be furnished under the contract exceeds the production units limits or is otherwise not permitted as specified in paragraph (a) preceding, the Contractor must furnish such materials as justified clean typed text on one side only, line drawings, and photographs which are suitable as camera ready copy for offset printing.

H.10 CONSULTANTS

The utilization of professional and consultant services is governed in principle by the FAA AMS. Before employment of any consultant under the contract, the Contractor must obtain written approval from the CO. In requesting such agreements, the Contractor must furnish all pertinent information required by the CO, which may include the name or names of the individuals under consideration, extent of the proposed employment, and the rate of reimbursement.

H.11 RELOCATION COSTS

Relocation costs must not be allowable as direct costs on this Contract unless advance, written approval is granted by the CO. Relocation costs must be in accordance with the Contractor's established policy or practice.

H.12 FAAAMS 3.13-15 CONFIDENTIALITY OF DATA AND INFORMATION (October 2011)

- (a) The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict its right to use and disclose the data and information or which may be of a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; and, (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend. For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form. Data processed in such a way that it can increase the knowledge of the person who receives it. Information is the output, or finished goods, of information systems.

For the sole purpose of performing the system development, automation, operation, analysis and/ or maintenance efforts included in this contract, the FAA is providing the contractor (and its subcontractors) access to National Airspace System (NAS) aeronautical information and associated data. Since this data is being provided both via electronic data feed and via e-mail, it is not always possible to physically mark this data with use conditions. This data is provided "for official use only." The contractor must not share this data with any individuals other than those contractor and subcontractor employees actually performing work under this contract and must

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take necessary steps to ensure the data is safeguarded and not released beyond these limited number of individuals.

For purposes of this clause, the contractor's and subcontractor's parent companies, agents, subsidiaries and affiliates are considered "third parties" and must not be provided access to the data mentioned above nor any data provided under this contract that is marked as sensitive.

(b) In the event the work required to be performed under this contract requires access to proprietary data and information of other companies, the contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the CO for information only. These agreements must prescribe the scope of authorized use of disclosure and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The contractor agrees to conduct formal annual training to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined if the necessity to refrain from divulging either the proprietary data of other companies or data that are obtained from the Government to anyone except as authorized. The contractor must obtain from each employee engaged in any effort connected with this contract as agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the contractor or anytime thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers the application of the prohibition of this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

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(f) Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the CO (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed.

(g) These restrictions do not limit the contractor's (or subcontractors's) right to use and disclose any data and information obtained from another source without restriction.

(End of clause)

* This is a "modified version" of the noted FAA AMS Clause.

H.13 MAINTENANCE OF RECORDS AND LITIGATION SUPPORT

- (a) The Contractor must maintain all records, notes, memoranda, personal diaries, correspondence, and Government documents, upon which notes or annotations have been made. These records must be maintained for a minimum of two (2) years following contract closeout, or longer if required by the CO and needed for the completion of any litigation or hearings. The records must be freely delivered to the FAA upon request, and must not be withheld by the Contractor for any reason. The Contractor and its employees waive any statutory rights they may have for withholding the documents. In addition, the Contractor must support the FAA in litigation to whatever extent required by the FAA.
- (b) In the event any request for support to the FAA occurs after the period of performance of this task order, separate contractual arrangements will be made for costs incurred.

H.14 SUBCONTRACTS

Before entering into subcontracts under this contract, the Contractor must obtain the written approval of the CO in accordance with any applicable FAAAMS provisions cited in Section I. In requesting such approvals, the Contractor must furnish all pertinent information required by the CO, which must include, but is not limited to: the contractors under consideration; the period of performance for the work to be performed; the extent and nature

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of the proposed contract; the justification for using subcontractor effort and the amount of the proposed subcontract.

In accordance with FAA AMS 3.10-2-3, Subcontracts, the Vendor is hereby authorized to subcontract with the following subcontractors/vendors without further Government notification and/or approval:*

List of all sub-contractors responding to the request for interest.

The contractor's Small Business Subcontracting Plan dated _____ is incorporated by reference.

H.15 ATTORNEY-CLIENT PRIVILEGE

During performance of this contract, the Contractor may be required to attend meetings at which FAA employees seek and receive legal advice from FAA attorneys. The FAA intends, and the Contractor agrees, that such advice is to be treated as confidential legal advice, that the Contractor will not discuss such legal advice with non-FAA personnel, that such advice will not be included in notes, written reports, or minutes of such meetings, and that for purposes of asserting the attorney-client privilege with regard to such information, the Contractor must be considered an agent of the FAA.

In the event of litigation involving third parties to which the Contractor is not a named party, the Contractor must support the FAA by promptly providing to the FAA any documents requested as part of discovery which the Contractor may have in its possession, and by making Contractor employees available for depositions or testimony at hearings. This provision does not preclude the Contractor or the Contractor employees from being represented by counsel retained by the Contractor or the Contractor employee, provided such representation is at no direct cost to the Government.

H.16 KEY PERSONNEL AND SUBSTITUTION THEREOF

- (a) The Contractor must provide the names of the proposed persons the Contractor identifies as Key Personnel in accordance with the Minimum Qualifications for Program Personnel provided in Section J. The Contractor must identify additional positions or persons as Key Personnel as deemed appropriate by the Contractor. No substitutions may be made except in accordance with paragraphs (b) and (c) of this clause. The following format will be used to identify key personnel as being necessary for the successful completion of contractual requirements:

KEY PERSONNEL (NAMES)	LABOR CATEGORY
TBD	Program Manager
	Software Engineering Manager
	System Architect

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System Engineering Lead

- (b) The Contractor agrees that during the first six (6) months of the contract performance period, no Key Personnel substitution will be permitted unless such substitutions are due to an individual's sudden illness, death or termination of employment. In any of these events, the Contractor must promptly notify the Technical and COs providing the information required in paragraph (c). After the initial six (6)-month period, any proposed Key Personnel substitution must be submitted, in writing, at least thirty (30) calendar days in advance of the proposed substitution to the TO and CO, and provide the information required by paragraph (c).
- (c) All requests for Key Personnel substitutions must provide an explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and other information as requested by the CO needed to approve or disapprove the proposed substitution. All proposed substitutions must possess qualifications that are equal to, or higher than the qualifications of the person to be replaced. The CO will evaluate the request and notify the Contractor as soon as practicable of the resulting approval or disapproval.

H.17 SECTION K INCORPORATED BY REFERENCE

Part IV of the Uniform Contract Format must not be physically included in the contract, but Section K, Representations, Certifications and other Statements of Offerors (as completed by the Contractor) must be deemed incorporated by reference in the contract.

H.18 INCENTIVE FEE

- (a) General. The Government desires to design, develop, test and deploy Aeronautical Information Management Modernization (AIMM) Segments 2, 3 and 4 in accordance with the negotiated cost and schedule of this contract. Additionally, operations and maintenance actions necessary to maintain an efficient and reliable system must give maximum consideration to effective resource utilization and prioritization.
- (b) Definition of target cost, target labor cost, target fee, and target schedule incentive. The target cost, target labor cost, target fee, and target schedule incentive specified in Section B are subject to adjustment if the contract is modified in accordance with paragraph (d), below.
 - (1) Target cost, as used in this contract, means the estimated cost of the Contract Line Item Number (CLIN) as initially negotiated, adjusted in accordance with paragraph (d), below. Target cost is used in the calculation of the cost incentive, in accordance with paragraph (e)(1), below.

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- (2) Target labor cost, as used in this contract, means the estimated cost of the CLIN excepting commercial off-the-shelf/non-developmental item (COTS/NDI) software and hardware costs, as initially negotiated, adjusted in accordance with paragraph (d), below. Target labor cost is used in the calculation of schedule incentive, in accordance with paragraph (e)(2), below.
 - (3) Target fee, as used in this contract, means the fee initially negotiated on the assumption that the CLIN would be performed for a cost equal to the target cost, adjusted in accordance with paragraph (d), below.
 - (4) Target schedule incentive, as used in this contract, means the incentive initially negotiated on the assumption that the CLIN would be performed meeting the schedule milestones initially negotiated, adjusted in accordance with paragraph (d), below.
- (c) Withholding of payment. Normally, the FAA will pay the fee or incentive to the Contractor as specified in Section B. However, when the CO considers that performance or cost indicates that the Contractor will not achieve the target, the FAA will pay on the basis of an appropriate lesser fee or incentive. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee or incentive significantly above the target fee or incentive, the Government may, at the sole discretion of the CO, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee or incentive, the CO may withhold further payment of fee or incentive until a reserve is set aside in an amount that the CO considers necessary to protect the FAA's interest. This reserve must not exceed 15 percent of the applicable fee/incentive or \$100,000, whichever is less.
- (d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract, or when any equitable adjustment in the target cost or target labor cost is authorized under any other clause, equitable adjustments in the target cost, target labor cost, target schedule incentive, target fee, minimum fee/incentive, and maximum fee/incentive, as appropriate, will be stated in a supplemental agreement to this contract. Equitable adjustments to schedule milestones of paragraph (e)(2) will be documented in Section F.
- (e) Incentive payable.
- i. TBD

H.19 DEFINITION OF INCENTIVE MILESTONES

- (a) TBD

H.20 PROGRAM TROUBLE REPORT (PTR) CLASSIFICATIONS

The following PTR classifications must be used in performance on this contract:

Severity	Mission Type	Definition
1	Essential failure	Fails to perform a mission-essential function or jeopardizes safety or security.
2	Essential shortfall with no work-around.	Mission-essential functional or performance requirement not fully satisfied. An acceptable work-around solution is not known.
3	Essential shortfall with work-around.	Mission-essential functional or performance requirement not fully satisfied. An acceptable work-around solution is available.
4	Non-essential shortfall with work-around.	Non-essential functional or performance requirement not fully satisfied. Considered an inconvenience. An acceptable procedural work-around is known.
5	Minor defect	Any other minor defect. No work-around required.

H.21 FAAAMS 1.13-2 EARNED VALUE MANAGEMENT SYSTEM

- (a) In the performance of this contract, the Contractor must use an earned value management system (EVMS) meeting the criteria provided in Paragraph A.1.c., EVMS Criteria of Toolbox Guidance T1.13 - Metrics and Performance Management.
- (b) If in response to the RFO/SIR, the Contractor has submitted satisfactory documentation that the Contractor's EVMS has been approved by a CO, or a CO from another federal agency as meeting the criteria of Paragraph A.1.c., EVMS Criteria of Toolbox Guidance T1.13 - Metrics and Performance Management, the Contractor must apply its system to this contract within sixty (60) calendar days after contract award, or as otherwise agreed by the parties.
- (c) If the Contractor does not have an EVMS that has been approved by the FAA CO prior to award as described in paragraph (b) of this clause, the Contractor must be prepared to demonstrate to the CO that the EVMS complies with the EVMS criteria referenced in paragraph (a) of this clause within ninety (90) calendar days after contract award.
- (d) The Contractor must conduct an Integrated Baseline Review (IBR) within one hundred and twenty days (120) calendar days after contract award, and may be required to conduct an IBR after the exercise of significant contract options and/or the incorporation of major modifications.

The purpose of the IBR is for the FAA and the Contractor to jointly evaluate the adequacy of the Contractor's planning efforts in meeting baseline goals in areas such as

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the complete coverage of the statement of work, logical scheduling of the work activities, adequate allocation of resources, and risk management.

- (e) Unless a waiver is granted by the CO, the Contractor must submit all proposed changes to EVMS to the CO for approval. The CO will notify the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the CO waived the requirement for advance approval by the CO, the Contractor must disclose EVMS changes to the CO at least 14 calendar days prior to the date of implementation.
- (f) The Contractor agrees to provide access to all pertinent records and data requested by the CO or duly authorized representatives to allow the FAA to verify that the Contractor's EVMS initially complies, and continues to comply, with the criteria referenced in paragraph (a) of this clause during contract performance.
- (g) The Contractor must require those subcontractors specified in the contract for application of the EVMS criteria to comply with the requirements of this clause.
- (h) The Contractor must submit Cost Performance Reports prepared in accordance with Contract Data Requirements List (CDRL) M03 in Section J.

H.22 FAAAMS 1.13-1 Notice of Earned Value Management System (January 2006)

The offeror's (you/your) response to this screening information request (SIR) must include proof of a certified EVMS or provide a plan (the plan) to implement a certified system that complies with the EVMS criteria (the criteria) stated in subparagraph (b) of clause 1.13-2, "EVMS." You must submit the following as part of your proposal for Contracting Officer (CO) approval:

- (a) Documentation demonstrating that your EVMS has been American National Standard ANSI/EIA 748 certified and EVM surveillance documentation demonstrating that you have maintained an American National Standard ANSI/EIA 748 compliant EVMS at the time this SIR is issued; or
- (b) The plan that explains how your EVMS will be certified for each guideline of the American National Standard ANSI/EIA 748 Standard.
- (c) Names of subcontractors. If you have not yet identified subcontractors, you must identify any part of the work you intend to award to subcontractors. The CO must approve the subcontractors before you sign contracts with them.

(End of provision)

H.23 PERSONAL SERVICES

The Contractor agrees that this contract is a non-personal services contract; that for all the purposes of the contract the Contractor is not, or must not hold itself out to be, an agent or partner of, or joint venture with, the Government; and that it must neither supervise, nor accept supervision from, Government employees.

H.24 Reserved

H.25 POTENTIAL FOR CONFLICT OF INTEREST

(TBD)

H.26 TASK ORDER NUMBERING SYSTEM

New task orders created under the contract as separate task orders within the FAA's automated procurement system shall have a double numbering system. The first number for the task order shall be the number generated by the FAA's automated procurement system. The second number shall contain the CLIN number associated with the task order followed by either an alpha letter or a number identified by the Program Office to track either facilities & equipment (F&E) task orders or Operations task orders. Any discrepancies or interpretation issues regarding the new numbering system will be resolved and decided by FAA CO.